

EXHIBIT A

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

MAGDA CROWELL-CONVERSE,
Plaintiff,

-against-

STATEN ISLAND AID FOR RETARDED
CHILDREN, INC. d/b/a COMMUNITY RESOURCES
and DANA MAGEE,
Defendants.

Case No.: 1:20-cv-00637 (ENV)
(LB)

**DEFENDANT CR'S OFFER OF
JUDGMENT TO PLAINTIFFS
PURSUANT TO RULE 68 OF
THE FEDERAL RULES OF
CIVIL PROCEDURE**

In accordance with Fed. R. Civ. P. 68, Defendant Staten Island Aid for Retarded Children, Inc. d/b/a Community Resources ("Defendant CR") offers to allow judgment to be taken against it in full satisfaction of all claims asserted against it in the First Amended Class and Collective Action Complaint filed by Plaintiff Magda Crowell-Converse on November 30, 2020, as well as opt-in Plaintiffs Quiana Burton and Shawon Tomlinsom (collectively "Plaintiffs"), on the following terms:

1. Defendant CR shall cause to be paid to Plaintiffs and Plaintiffs' counsel a total of Fifty Thousand Dollars (\$50,000.00) to be paid as follows:
 - a. Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500) shall be paid to Plaintiff Magda Crowell-Converse (\$6,250 as W-2 wages and \$6,250 as 1099 income) within fourteen (14) days of the submission of the accepted Offer of Judgement and the Court entering judgment against Defendant CR.
 - b. Ten Thousand Dollars and Zero Cents (\$10,000) shall be paid to Plaintiff Quiana Burton (\$5,000 as W-2 wages and \$5,000 as 1099 income) within

fourteen (14) days of the submission of the accepted Offer of Judgement and the Court entering judgment against Defendant CR.

c. Ten Thousand Dollars and Zero Cents (\$10,000) shall be paid to Plaintiff Shawon Tomlinson (\$5,000 as W-2 wages and \$5,000 as 1099 income) within fourteen (14) days of the submission of the accepted Offer of Judgement and the Court entering judgment against Defendant CR.

d. Seventeen Thousand Five Hundred Dollars (\$17,500) shall be paid to Plaintiffs' counsel Lee Litigation Group, PLLC within fourteen (14) days of the submission of the accepted Offer of Judgement and the Court entering judgment against Defendant CR.

2. The aforementioned amounts shall satisfy any claims Plaintiffs may have for alleged unpaid wages, lost wages, liquidated damages, penalties, prejudgment interest and reasonable attorneys' fees and other costs incurred.
3. Acceptance of this offer by Plaintiffs shall effect an entry of judgment against Defendant CR, pursuant to the terms of this offer, dismissing with prejudice all of Plaintiffs' claims against all Defendants, including individual Defendant Dana Magee, in this action. Said judgment is to have no effect whatsoever except in settlement of this case.

This Offer of Judgment is made only for the purposes specified in Fed. R. Civ. P. 68 and is not to be construed as an admission that Defendants are liable in this action or that Plaintiffs have suffered any damages. This Offer of Judgment is inadmissible in evidence at trial, and judgment entered on this Offer of Judgment shall not provide any grounds, directly or indirectly, for any order, ruling, judgment or award to Plaintiffs or against Defendants of any amount or benefit, including declaratory or injunctive relief, not expressly offered herein.

Pursuant to Fed. R. Civ. P 68(d), if Plaintiffs fail to obtain a more favorable judgment against Defendants, Defendants will ask the Court to deny Plaintiffs any post-offer costs, including, but not limited to, their attorneys' fees, a sum to cover costs of the services of experts in preparation for trial, costs incurred during trial, and such other costs and fees as the Court deems proper, in addition to any other rights and remedies available under the law.

This Offer will remain open for a period of fourteen (14) days per Fed. R. Civ. P. 68, unless otherwise extended or withdrawn by Defendants.

Respectfully submitted,

JACKSON LEWIS P.C.
666 Third Avenue
New York, New York 10017
(212) 545-4000

Dated: July 7, 2022
New York, New York

By:



Jason A. Zoldessy

ATTORNEYS FOR DEFENDANTS